

ARTICLE 30
GRIEVANCE AND ARBITRATION PROCEDURE

- 30.1. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
- 30.2. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement or a formal disciplinary action taken against a non-probationary associate which the grievant alleges was taken without just cause.
- 30.3. As used in this Article, “days” shall mean work days (Monday through Friday) and shall not include holidays or time when CSVRMC Administrative Offices are closed.
- 30.4. A written grievance must contain a statement of the grievance, the name of the associate(s), the circumstances and facts upon which it is based, the date the alleged violation occurred, the Section of this Agreement allegedly violated, and the remedy being sought.
- 30.5. The Vice President of Human Resources or designee shall initiate grievances submitted on behalf of CSVRMC by filing the grievance with the Union President or designee.
- 30.6. The Union’s failure to submit a grievance within ten (10) days following the discovery of the act, or the condition which gave rise to the grievance, will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. The Union Representative who has filed a grievance may drop the grievance at any step of the grievance process.
- 30.7. Should CSVRMC fail to respond to a grievance within the time limits expressed herein, the Union may appeal to the next level of the grievance procedure within the time limits set forth as if CSVRMC had timely responded.
- 30.8. At any stage of the grievance procedure, the Executive Board of the Union shall have full authority to settle or dispose of a grievance on behalf of an associate.
- 30.9. The Union’s representative shall be limited to an appointed and recognized delegate from the associate’s bargaining unit, a designated cross-trained Union delegate, a Union officer, or Union Staff Member.
- 30.10. At no time shall either party bring an attorney into a meeting without advising the other party of the attorney’s representation at least forty-eight (48) hours prior to the meeting. Notification of an attorney representation will constitute notice for all future meetings concerning the matter regarding initial representation.



- 30.11. By written mutual agreement between the parties, a grievance may be filed at Step Three of the process if it involves the interpretation of this Agreement or the discharge of an associate. If the parties do not mutually agree to begin at Step Three, the grievance will then be filed at Step One of the procedure.
- 30.12. It is the intention of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy of the parties for any alleged breach of this Agreement. Therefore, resort to any other remedy at law or at equity, administrative or judicial, shall constitute a waiver of the grievance.
- 30.13. The parties agree that with respect to any requests for information concerning any grievance under this Article:
- 30.13.1. Neither party shall be required to produce to the other its notes, minutes, or records constituting or reflecting its internal deliberative process or decision-making, unless either party intends to use these documents in the presentation of its case at arbitration.
- 30.13.2. Neither party shall be required to produce documents or information that is confidential or proprietary unless and until the parties have executed an appropriate confidentiality agreement concerning the allowable use and dissemination of such information and providing for its continued protection.
- 30.13.3. The parties will exercise good faith and will not burden one another or the grievance and arbitration process with overbroad or repetitive requests.
- 30.14. Grievances shall be presented as outlined below:
- 30.15. Step One – A bargaining unit associate who believes that he/she may have a grievance shall contact his/her Union Representative. The Union Representative shall file a written grievance with the associate's immediate supervisor or the level at which the grievance occurred, with a copy to Human Resources (HR) that a potential grievance exists and shall schedule a meeting, during which the parties will attempt to resolve the grievance. The meeting with the supervisor/administrator should be held within five (5) days of the filing of the grievance. Within five (5) days of the meeting, the immediate supervisor will submit a written response to the associate and Human Resources. If the matter is not resolved to the satisfaction of the grievant upon review of the written response, the grievant may file a written grievance at Step Two. Resolution of matters raised at Step One shall not be binding upon CSVPMC as a past practice or interpretation of this Agreement.
- 30.16. Step Two – Within five (5) days of receiving the written response in Step One, the written grievance must be filed with the associate's next level of supervision, Director or VP, whichever is applicable, with a copy to Human Resources. The Union Representative should schedule a meeting with the Director or VP. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance and attempt a resolution. Within five (5) days of the meeting, the Director or VP will

submit a written response to the associate and Human Resources. If the matter is not resolved to the satisfaction of the grievant upon review of the written response, the grievant may file a written grievance at Step Three.

- 30.17. Step Three – Within five (5) days of receiving the written response to Step Two, the written grievance must be filed with the Human Resources Vice President or designee. The Union Representative will schedule a meeting with the Vice President of Human Resources or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance and attempt a resolution. Within five (5) days of the meeting, the Vice President of Human Resources or designee will submit a written response to the associate. If the matter is not resolved to the satisfaction of the grievant upon review of the written response, the grievant may file a written grievance at Step Four. If, in the opinion of the associate or the Union Representative, a satisfactory settlement is not obtained within five (5) days of the date of the Vice President of Human Resources or designee's response, the associate or Union Representative may advance to Arbitration.
- 30.18. Mediation – Prior to proceeding to arbitration, the parties may mutually agree, in writing, to submit the grievance to mediation, provided the Union has timely requested arbitration. Agreement to proceed to mediation must be reached within five (5) days of the grievant filing for arbitration. The parties will request a mediator from the Federal Mediation and Conciliation Service (FMCS) to be assigned. If active mediation continues for five (5) calendar days or more, either party may declare mediation unsuccessful and request to proceed to arbitration within ten (10) days of the declared date of unsuccessful mediation, as provided in this Agreement.
- 30.19. Step 4 - ARBITRATION
- 30.19.1. Request for arbitration
- 30.19.1.1. Prior to an appeal to binding arbitration, the procedure (Steps One through Three) for the settlement of the grievance, Article 30, Grievance Procedure, must have been exhausted.
- 30.19.1.2. Either party may initiate an appeal for Arbitration by giving written notice to the other of the intent to arbitrate.
- 30.19.1.3. Within five (5) workdays from receipt of the appeal to arbitration, the Union or CSVPMC will submit the appeal to the FMCS.
- 30.19.1.4. No more than one (1) grievance shall be submitted in any one arbitration, except by mutual agreement of CSVPMC and the Union.
- 30.19.2. An arbitrator shall be selected in the following manner:
- 30.19.2.1. The parties will request a list of seven (7) names from the FMCS.

- 30.19.2.2. Within ten (10) days of receipt of the panel of arbitrators, the parties will communicate to select an arbitrator.
- 30.19.2.3. Each party may reject the entire panel of arbitrators, once.
- 30.19.2.4. Each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
- 30.19.3. The Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing. Arbitration shall be conducted according to the rules established by the FMCS. The Arbitrator shall apply a preponderance of evidence standard in all cases.
- 30.19.4. The parties shall share the cost of services of the Arbitrator equally. Each party will be responsible for compensating its own witnesses and representatives.
- 30.19.5. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall the Arbitrator have the power to add to, nor subtract from, or modify this Agreement, nor shall the Arbitrator substitute their discretion for that of the employer where such discretion has been retained by the employer, nor shall the Arbitrator exercise any responsibility or function of the employer, including but not limited to, the ability to set standards of patient care.
- 30.19.6. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable conflicts exist. Conditions of the re-instatement whether to the associate's original unit, or a different unit, will be handled on a case-by-case basis with input from both management and the Union. The award shall be limited to the amount of wages and benefits the associate otherwise would have earned subject to discount based on any earnings or compensation received by the grievant during the time he/she last worked for CSVPMC including, but not limited to, unemployment insurance benefits. The associate has an obligation to mitigate their damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.
- 30.19.7. The arbitrator's award may be set aside when the arbitrator:
 - 30.19.7.1. Exceeded his/her authority in making the award.
 - 30.19.7.2. Exceeded his/her jurisdiction under the terms of this Agreement, or,
 - 30.19.7.3. The award is contrary to law.